

7/33-R

COUNTERPART

No. 7 of 14

RECORDATION NO.        Filed & Recorded

SEP 11 1973 9 22 AM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of July 1, 1973 among GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder"), CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (the "Railroad"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Assignee").

WHEREAS, the Builder and the Railroad have entered into a Conditional Sale Agreement dated as of July 1, 1973 (the "Conditional Sale Agreement") covering the manufacture, sale and delivery by the Builder and the purchase by the Railroad of the railroad equipment described in the Conditional Sale Agreement; and

WHEREAS, the Builder and the Assignee have entered into an Agreement and Assignment (the "Assignment") covering the assignment by the Builder to the Assignee, upon the terms and conditions set forth in the Assignment, of certain of the rights of the Builder in the Conditional Sale Agreement, and of the right, title and interest of the Builder in each unit of the railroad equipment described therein; and

WHEREAS, the Railroad requested on August 21, 1973

that certain units of the railroad equipment described in the Conditional Sale Agreement but not yet manufactured and delivered thereunder be excluded from the Conditional Sale Agreement, and the Builder and the Assignee each agreed with the Railroad to exclude such units, and the parties hereto wish to amend the Conditional Sale Agreement to confirm their agreement on exclusion of such units;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Schedule B attached to the Conditional Sale Agreement ("Schedule B") is hereby amended to cover 5 locomotives bearing the Railroad's road numbers 6801-6805, inclusive, as set forth in the amended schedule, captioned Schedule B, attached hereto.

2. The term "Equipment" in the Conditional Sale Agreement and the Assignment is hereby defined to mean the railroad equipment described in Schedule B as hereby amended.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Supplemental Agreement to be signed in their respective corporate names by duly authorized officers and their

respective corporate seals to be hereunto affixed and  
duly attested, all as of the date first above written.

GENERAL MOTORS CORPORATION  
(Electro-Motive Division)

By

Harold Z Smith  
Vice President

Attest:

J. L. Lutz  
Assistant Secretary

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By

M. Butler  
Vice President

Attest:

E. E. Marquardt  
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By

R. W. Howe  
Vice President

Attest:

Fredrick J. Flanagan  
Commercial Banking Officer

STATE OF *Illinois*  
COUNTY OF *Cook*

On this 7 day of September, 1973,  
before me personally appeared HAROLD E. SMITH, to  
me personally known, who, being by me duly sworn, says  
that he is a Vice President of GENERAL MOTORS CORPORATION  
(ELECTRO-MOTIVE DIVISION)  
, that one of the seals  
affixed to the foregoing instrument is the corporate seal  
of the said corporation and that said instrument was  
signed and sealed on behalf of said corporation by auth-  
ority of its Board of Directors, and he acknowledged that  
the execution of the foregoing instrument was the free act  
and deed of said corporation.

[NOTARIAL SEAL]

Zula C. Clair  
Notary Public

My Commission Expires JULY 11, 1976

STATE OF ILLINOIS

COUNTY OF COOK

On this 4<sup>th</sup> day of September, 1973,  
before me personally appeared J. M. Butler, to me  
personally known, who, being by me duly sworn, says that  
he is a Vice President of Chicago and North Western Trans-  
portation Company, that one of the seals affixed to the  
foregoing instrument is the corporate seal of the said  
corporation and that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board of  
Directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation

[NOTARIAL SEAL]

H. J. Bray  
Notary Public

My Commission Expires

May 19, 1974

STATE OF ILLINOIS       )  
                                  )SS  
COUNTY OF COOK        )

On this 6th day of Sept, 1973,  
before me personally appeared PETER D. HORNETO to me  
personally known, who, being by me duly sworn, says that  
he is a Vice President of Continental Illinois National Bank  
and Trust Company of Chicago, that one of the seals affixed  
to the foregoing instrument is the corporate seal of the said  
corporation and that said instrument was signed and sealed on  
behalf of said corporation by authority of its Board of Direc-  
tors, and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lillian Hudson  
Notary Public

My Commission Expires 9-22-73

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## SCHEDULE B

<u>pe</u>	<u>Quantity</u>	<u>Builder's Spec. No.</u>	<u>Railroad's Road Numbers (both inclusive)</u>	<u>Unit Base Price*</u>	<u>Total Base Price*</u>	<u>Delive</u>
00 H.P. 40-2 esel ectric comotives	5	8087 dated January 3, 1972	6801-6805	\$341,825.60	\$1,709,128	August 1973

includes \$231.60 per unit prepaid freight charges to Proviso, Illinois  
from Builder's plant in McCook, Illinois.